

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

VICTOR WAYNE COOPER,

No. C-02-3712 JSW (JCS)

Plaintiff(s),

v.

**REPORT AND RECOMMENDATION
RE MOTIONS OF INMATES MICHAEL
CAMOU, MICHAEL VAUGHN, AND
FLOYD HENLEY [Docket Nos. 137, 138,
151]**

THE STATE OF CALIFORNIA, ET AL.,

Defendant(s).

I. INTRODUCTION

The Court is in receipt of letters from three inmates at California State Prison - Solano ("Solano") raising concerns about the kosher diet program at Solano. All three letters were construed as motions to enforce the Settlement Agreement in this action and referred to the undersigned magistrate judge. Although the three inmates – Michael Camou, Michael Vaughn, and Floyd Henry – consented to the jurisdiction of a magistrate judge, the Court has determined that a Report and Recommendation to the district court judge is appropriate. The findings and conclusions of this Report have implications for all Solano inmates who are receiving, or seek to receive, kosher meals at Solano and have standing to enforce the Settlement Agreement in question – most of whom have not even appeared before this Court, let alone consented to magistrate judge jurisdiction.

For the reasons stated below, it is recommended that the Motions be DENIED. The issues raised do not fall within the scope of the continuing jurisdiction stipulated to by the parties in the Settlement Agreement and agreed to by this Court. It is further recommended that, to the extent that all three inmates have claimed that the kosher meal program at Solano violates not only the terms of the Settlement Agreement but also their statutory and constitutional rights, the latter claims should

1 be dismissed without prejudice to their being asserted in the form of complaints filed in the
2 appropriate jurisdiction.

3 **II. BACKGROUND**

4 The original parties to this lawsuit entered into a settlement agreement (the “Settlement
5 Agreement”) in November 2003. Under the Settlement Agreement, Defendants agreed to provide
6 Plaintiff Victor Wayne Cooper with kosher meals at any California Department of Corrections
7 (“CDC”) facility at which he was housed. Settlement Agreement at 3, Section II(1). In addition,
8 Defendants agreed to establish a kosher diet program at California State Prison - Solano (“Solano”),
9 where Cooper was housed at the time of the settlement, for “all kosher-observant inmates” who
10 complied with certain procedural requirements. *Id.* at 4, Section II(2). The kosher meals were to
11 “comply with the guidelines established under ‘CDC Kosher Meal Provision Plan,’” which were
12 attached to the Settlement Agreement and incorporated by reference therein. *Id.* at 4, Section II
13 (2)(d). Broad standing was conferred on Solano inmates who were participants in the program to
14 enforce the terms of the Settlement Agreement and the usual exhaustion requirements were reduced
15 for those inmates. *Id.* at 5, Section II (2)(e). However, it was the rabbi who was to make “the
16 ultimate determinations on violations of the Kosher Diet Program.” *Id.* at 4, Section II(2)(b).

17 At the time the Settlement Agreement was entered, it was envisioned that the kosher diet
18 program established at Solano under the Settlement Agreement would soon be replaced by a new,
19 state-wide kosher diet program (the “State-Wide Kosher Diet Program”) that was still being
20 developed. *See id.* at 6, Section II(6) (“[w]ithin two years from signing of this Settlement
21 Agreement, Defendants shall make good faith efforts to comply on a California State-wide basis
22 with applicable law governing provision of kosher meals . . .”). The parties agreed that this Court
23 would exercise continuing jurisdiction over enforcement of the Settlement Agreement for “three
24 years after the implementation of the State-wide Kosher Diet Program.” *Id.* at 7, Section II(8).

25 There is now evidence before the Court that the State-Wide Kosher Diet Program was
26 enacted on April 24, 2006, when the California Department of Corrections amended the California
27 Code of Regulations, Title 15, sections 3050-3056, to establish such a program. *See* Opposition to
28 Motions by Inmates Camou and Vaughn to Enforce Settlement Agreement (“Opposition”) at 2 &

1 Ex. A. On May 15, 2006, that program was put in force at Solano. *Id.* at 3 & Ex. B. Subsequently,
2 inmates Camou, Vaughn, and Henley each asserted in their Motions that the kosher diet program at
3 Solano – which is now governed by the rules and regulations established in the State-Wide Kosher
4 Diet Program – is inadequate and that it violates both the terms of the Settlement Agreement and
5 their statutory and constitutional rights.

6 **III. ANALYSIS**

7 As a preliminary matter, the Court must address whether the continuing jurisdiction created
8 under the Settlement Agreement and accepted by this Court extends to challenges to the adequacy of
9 the State-Wide Kosher Diet Program, as implemented at Solano. The Court concludes that it does
10 not.

11 For the purposes of construction and enforcement, settlement agreements are “governed by
12 principles of local law which apply to interpretation of contracts generally.” *United Commercial*
13 *Ins. Serv., Inc. v. Paymaster Corp.*, 962 F.2d 853, 856 (9th Cir. 1992) (quotations omitted). Under
14 California law – the applicable local law here – courts seek to establish the parties’ intent from the
15 contract’s language: “[t]he paramount rule governing the interpretation of contracts is to give effect
16 to the mutual intention of the parties as it existed at the time of contracting, so far as it is
17 ascertainable and lawful. The intention of the parties must, in the first instance, be derived from the
18 language of the entire contract.” *Royal Thrift and Loan Co. v. County Escrow, Inc.*, 123 Cal. App.
19 4th 24, 45 (2004) (quotations omitted).

20 Here, the parties agreed in the Settlement Agreement that the Court would exercise
21 continuing jurisdiction over enforcement of the Settlement Agreement for “three years after the
22 implementation of the State-Wide Kosher Diet Program.” *Id.* at 7, Section II(8). Read in isolation,
23 this provision might be construed as giving rise to continuing jurisdiction over any challenges
24 Solano inmates might seek to assert to the new program. Reading the Settlement Agreement as a
25 whole, however, the Court concludes that such a construction would be inconsistent with the
26 intentions of the parties.

27 To the extent that the Settlement Agreement required the California Department of
28 Corrections to make good faith efforts to implement a state-wide program, it is clear that Plaintiff

1 understood that the standards adopted for the interim program at Solano – governed by the
2 guidelines established under the “CDC Kosher Meal Provision Plan” – would soon be replaced by
3 other standards that were still in the development stage. Thus, the Settlement Agreement contained
4 no specific standards for the State-Wide Kosher Diet Program, except that it would comply with
5 “applicable law.” The Settlement Agreement did not even require that such a program be
6 implemented – just that Defendants make good faith efforts to do so.

7 In light of the absence of (1) a requirement under the Settlement Agreement that a state-
8 wide program be implemented, and (2) specific standards to govern such a program, the Court finds
9 that the parties did not intend to sweep within the scope of the Court’s continuing jurisdiction all
10 future challenges by Solano inmates to the new state-wide program. Rather, the parties intended that
11 the Court would retain jurisdiction only with respect to motions to enforce the Settlement
12 Agreement *pending* the introduction of the State-Wide Kosher Diet Program at Solano – at least for
13 inmates other than the original named Plaintiff. Now that that program is in force, the Court
14 concludes that challenges by Solano inmates other than Cooper regarding the current provision of
15 kosher meals at Solano are no longer within the scope of the Court’s continuing jurisdiction.¹

16 Even assuming the parties *did* intend in the Settlement Agreement to establish continuing
17 jurisdiction over all challenges by Solano inmates to the State-Wide Kosher Diet Program, as
18 implemented at Solano, the Court declines to exercise such broad continuing jurisdiction. *See*
19 *Collins v. Thompson*, 8 F.3d 657 (9th Cir. 1993) (“[a] federal court may refuse to exercise
20 continuing jurisdiction even though the parties have agreed to it”). By permitting any challenges to
21 the new program to be brought as motions to enforce, a broad exception to the usual exhaustion
22 requirements by Solano inmates other than Cooper would be created – a result that would defeat the
23 important policies that underlie the exhaustion requirements. Therefore, the Court exercises its
24 discretion to decline such continuing jurisdiction.

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27 ¹ Because the named Plaintiff has not appeared in this action in several years and has not filed
28 any motion to enforce, the Court does not reach the question of whether its jurisdiction continues with
respect to potential future challenges by Cooper.

IV. CONCLUSION

It is recommended that the Motions be DENIED on the basis that challenges by Solano inmates other than Cooper to the adequacy of the State-Wide Kosher Diet Program at Solano, implemented May 15, 2006, fall outside of the Court's continuing jurisdiction under the Settlement Agreement. To the extent inmates Camou, Vaughn, and Henley assert statutory and constitutional challenges to the new program, those claims should be dismissed without prejudice to their asserting them in complaints filed in the appropriate jurisdiction. Similarly, in the future, any Solano inmates seeking to challenge the kosher diet program at Solano will be required to file their claims in the appropriate jurisdiction and meet any exhaustion requirements that may apply to those claims. It is further recommended that Defendants be required to post at Solano on bulletin boards in each facility chapel a notice stating as follows:

NOTICE TO KOSHER-OBSERVANT INMATES: All kosher-observant inmates are notified that as of May 15, 2006, a new state-wide Kosher diet program has been put into effect at Solano. The Federal District Court for the Northern District of California has held that legal challenges to the new kosher diet program at Solano are not within the scope of the continuing jurisdiction created in the settlement agreement in *Cooper v. State of California*, C-02-3712 JSW. Therefore, the Court will no longer be accepting motions to enforce the *Cooper* settlement agreement asserting legal challenges to the new kosher diet program. Rather, any such challenges must be filed, in the form of a legal complaint, in the appropriate jurisdiction and in compliance with applicable law.

Dated: December 18, 2006


JOSEPH C. SPERO
United States Magistrate Judge